

Temporary Outdoor Business Application

City of Mississauga
Planning & Building
300 City Centre Drive
Mississauga ON L5B 3C1
905-615-3200 ext. 5593 (or ext. 8581)
temporary.outdoorbusinesses@mississauga.ca



Personal information on this form is collected under the authority of section 11 of the *Municipal Act, 2001*, and applicable City of Mississauga By-laws. The information collected will be used for processing the application. Questions about the collection of this information should be directed to 311 (905-615-4311 outside city limits).

Applicant Information

Applicant Name

Address

City

Province

Postal Code

Telephone Number

Email Address

Applicant is the Property Owner

Applicant is the tenant and has obtained authorization from the Property Owner(s)

Name of Business

Address of Business

Outdoor Business Encroachment Description

Application Date (YYYY MM DD)

Business Description/Comments

Are you proposing using sidewalk space to facilitate your outdoor business?

Required Supporting Documents

- Sketch of Outdoor Business Encroachment
- Signed Acknowledgment and Authorization Form (Required if the Applicant is not the Property Owner)
- Certificate of Insurance (Completed on City form)
- Yes! I would like to receive weekly information on marketing & promotional opportunities from Tourism Mississauga

PRINT

THE APPLICANT WILL BE REQUIRED TO ADHERE TO ALL CONDITIONS AS STATED IN THE APPROVED PERMIT

CITY OF MISSISSAUGA
GENERAL CONDITIONS APPLICABLE TO ALL PERMIT HOLDERS

1. This permit ("Permit") to operate a temporary outdoor retail sales and display ("outdoor retail sales and display" herein shall have the same meaning as defined in By-law 0306-2020 and shall include all items and accessories used as part of the outdoor retail sales and display) is issued pursuant to City of Mississauga ("City") By-laws.

2. The outdoor retail sales and display shall be laid out in accordance with the sketch attached hereto.

3. The outdoor retail sales and display shall only be permitted to operate during the hours of business or regular operating hours that the adjacent accessory retail business is permitted to open to the public. At all other times, the outdoor retail sales and display shall be completely removed from public lands ("public lands" as defined in the City's Encroachment By-law 0057-2004).

4. The holder of a Permit ("Permit Holder") responsible for a place of business that is open shall operate the outdoor retail sales and display authorized under this Permit in compliance with all applicable laws and regulations, including but not limited to:

a. the *Occupational Health and Safety Act*, the *Emergency Management and Civil Protection Act*, the *Reopening Ontario (A Flexible Response to Covid-19) Act, 2020*;

b. the advice, recommendations and instructions of public health officials, including advice, recommendations or instructions on physical distancing, cleaning or disinfecting; and

c. the *Building Code Act, 1992* and the *Fire Protection and Prevention Act, 1997*.

5. The Permit Holder shall comply with all conditions and requirements of this Permit to the satisfaction of the City, **otherwise the outdoor retail sales and display will be closed and required to be removed until those conditions and requirements have been met. Any violations of this Permit or any applicable conditions may result in the Permit being terminated. The City reserves the unfettered right to revoke this Permit for any reason at any time without prior notice to the Permit Holder and to remove the outdoor retail sales and display at the Permit Holder's sole cost and expense.**

6. The Permit Holder agrees that the outdoor retail sales and display shall at all times comply with all guidelines and requirements established by the City for temporary outdoor retail sales and displays. (A copy of guidelines and conditions are available at the City's website at: [mississauga.ca/temporaryoutdoorbusinesses](https://www.mississauga.ca/temporaryoutdoorbusinesses)).

7. A copy of the approved Permit must be readily available at the location of the outdoor retail sales and display at all times.

8. Any alterations to this Permit must be approved by the City prior to such changes taking place.

9. This Permit does not authorize any construction works or the erection of any permanent or semi-permanent structures at the location of the outdoor retail sales and display.

10. At no time will the outdoor retail sales and display create what the City deems in its sole discretion to be a safety hazard for vehicles, pedestrians, cyclists or other users of public lands. Where, in the sole discretion of the City, the outdoor retail sales and display is required to be removed or modified in order for the City to undertake any maintenance activities (including but not limited to snow and/or ice clearing) or an operational or safety concern arises adjacent to or in the vicinity of the outdoor retail sales and display, the City may, remove or modify the outdoor retail sales and display and require the Permit Holder at its sole cost and expense to:

remove the outdoor retail sales and display or modify the outdoor retail sales and display from its approved form, to the satisfaction of the City. The City will endeavour to provide up to 24 hours' prior notice to the Permit Holder before removing or modifying an outdoor retail sales and display, or before requiring a Permit Holder to remove or modify an outdoor retail sales and display under this section.

11. Where the City has removed or modified an outdoor retail sales and display or required a Permit Holder to do so pursuant to s. 10 or s. 18 herein, the City shall not be held responsible or be liable for any damage to the outdoor retail sales and display and the Permit Holder shall be solely responsible for returning or reinstating the outdoor retail sales and display to its authorized location.

12. At no time will the outdoor retail sales and display contain what the City deems to be a sharp or dangerous object. No open-air fires (no bonfires, no solid, gel or liquid fuel burning devices) or barbecues are permitted within the outdoor retail sales display.

13. The road and sidewalk surfaces in and around the outdoor retail sales and display must be kept clear of obstructions or debris, to avoid hazard and/or inconvenience to the public.

14. The Permit Holder shall ensure that the outdoor retail sales and display meets all safety, accessibility, operation, functioning and physical distancing requirements, as well as requirements in respect of serving of alcohol in accordance with applicable law.

15. The Permit Holder shall ensure that road(s) are not closed at any time except with prior approval of the City.

16. The Permit Holder shall ensure that access for emergency vehicles is maintained at all times.

17. The Permit Holder shall maintain clear sightlines at all intersections and driveways.

18. Notwithstanding any of the above conditions or any previous notice which may have been provided to the Permit Holder, the City reserves the right to remove or modify the outdoor retail sales and display at the sole cost and expense of the Permit Holder, without prior notice, if in the City's sole discretion, the Permit Holder fails to remove or modify an outdoor retail sales and display as required by the City, or if necessary to facilitate any maintenance (including but not limited to snow and/or ice clearing), repair work or emergency work by the City or a utility provider. Emergency work means work that is required to reduce or eliminate a situation or an impending situation that constitutes a danger or that could result in harm to person or damage to property, including the loss of essential services or damage to infrastructure or equipment, as determined in the sole discretion of the City.

19. This Permit shall come into effect as of the date approved by the City, and shall expire on the date noted on the Permit. An outdoor retail sales and display shall not be set up on public lands until a valid Permit is in effect. In addition to s. 3 above, the Permit Holder shall, not later than the expiry of the Permit, remove all equipment, tables, signage or any other items associated with the outdoor retail sales and display and restore the lands to the condition as reasonably equal to what it was in prior to use.

20. This Permit cannot be assigned by the Permit Holder and shall terminate automatically if title to the property or leasehold interest where the outdoor retail sales and display is located is transferred to another party.

21. The Owner/Occupant shall maintain a commercial general liability policy of at least five million (\$5,000,000) dollars as well as property insurance coverage in such amounts as required to adequately cover the Owner's property, equipment and other such property in the care, custody and control of the City. The policy shall contain a waiver of rights of subrogation against the City and will ensure the City is added as an additional insured party under said policies to insure the City to the same extent as the Owner/Occupant. The Owner/Occupancy shall deliver to the City, an executed City of Mississauga certificate of insurance which can be obtained in a fillable pdf format at <https://www.mississauga.ca/publication/certificate-of-insurance-forms/>

22. **Release:** The Permit Holder agrees to release and forever discharge the City, its elected officials, officers, employees, agents, contractors, subcontractors and invitees (the "Releasees") from any and all liabilities, losses, damages, costs and expenses (including, without limitation, all legal and other professional fees and disbursements, interest, liquidated damages and amounts paid in settlement, whether from a third party or otherwise), claims, actions, causes of action, complaints, demands, suits or proceedings of any nature or kind (hereinafter "Claims"), howsoever and whatsoever incurred, suffered or sustained by the Permit Holder or anyone for whom the Permit Holder may be in law responsible, arising out of or otherwise in connection with the Permit, or the Permit Holder's activities, work or use of the public lands in relation to the Permit, including any Claims which have been caused or contributed to by any negligent act or omission of the Releasees, any negligent misrepresentation, breach of contract, or breach of statutory duty on the part of the Releasees, or the condition or state of repair of the public lands.

23. **Indemnity:** The Permit Holder agrees to indemnify, defend and hold harmless the Releasees from and against any and all Claims, by whomever made, sustained, incurred, brought or prosecuted, including, but not limited to, claims for personal injury (including death), infringement of property rights, nuisance, and property damage, in any way based upon, arising from, occasioned by, or attributable to anything done or omitted to be done by the Permit Holder, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates or volunteers, arising out of or otherwise in connection with the Permit, or the Permit Holder's activities, work or use of the public lands in relation to the Permit, including any Claims which have been caused or contributed to by any negligent act or omission of the Releasees, any negligent misrepresentation, breach of contract, or breach of statutory duty on the part of the Releasees, or the condition or state of repair of the public lands. The Permit Holder further agrees to indemnify, defend and hold harmless the Releasees for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organization, including, without limitation, the Releasees, claimed or resulting from such Claims.

24. The Permit Holder acknowledges agrees that the Permit Holder has read, fully understands and agrees to be bound by the provisions herein, and further acknowledges and agrees that the Release and Indemnity shall survive the alteration, suspension, revocation, termination or expiry of the Permit.